



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 6357-04-B RFP

REQUEST FOR PROPOSAL

Bid Opening Date: September 9, 2003
@ 4:00 p.m.

Subject: Furnish the City of San Diego with **PROCESSING OF FIRST CLASS MAIL**, as may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your proposal.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Proposal.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your Proposal.

Cash discount terms _____% _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL

TERRELL D. BREAU/cp4, Procurement Specialist

Phone: (619) 533-4507 Facsimile: (619) 236-5904

E-mail: TBreaux@sandiego.gov

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I. SCOPE OF WORK

The City of San Diego is requesting proposals for the preparation and delivery of mail to the U.S. Post Office for an initial term of two (2) years from date of award of contract.

BACKGROUND

The City sends out approximately 1,200,000 pieces of one and two ounce letter-size mail annually, averaging 96,000 per month. Past performance has shown an average of 85% of mail to be readable by an optical character reader on the first pass.

II. TERMS AND CONDITIONS

A. AWARD

This proposal shall be awarded as a lot based upon an evaluation of price and other factors considered to be most advantageous to the City. Other factors may include, but are not limited to experience, references, services provided, and responsiveness to proposal requirements.

Proposals will be evaluated for completeness and compliance with the requirements of this Request for Proposal.

Proposals considered complete, or “responsive”, will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the Request for Proposal. If the proposal is unclear, Proposers may be asked to provide written clarification.

Those Proposals, which are incomplete, do not meet all requirements of the Request for Proposal, or are otherwise deemed by the City to be “non-responsive”, will be rejected.

At the option of the City, the Proposer may be required to demonstrate various features or components of its service or delivery systems.

The City reserves the right to request the Proposers supply a certified copy of their financial statements for review prior to award of contract.

As reflected above, contract award will not be based on price, but on a combination of factors that represent the best overall responsiveness and value for completing the Scope of Work as determined by the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Contractor, the City reserves the right to further negotiate the proposed Scope of Work and/or method and amount of compensation.

B. PRICING

Proposal to include all costs associated with mailings (fast forward, pickup charges, additional postage charges for non-qualifying mail and applicable taxes, etc.) excluding postage and shall be firm for a period of two (2) years.

C. AWARD NOTIFICATION

All companies submitting proposals shall receive a written notice of the City's recommendation for award.

D. SUBMITTALS

1. PROPOSAL SUBMITTAL

Proposals must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The proposal number and opening date/time must be referenced on the outside of the envelope (lower left corner). Proposals must be received by the Purchasing Reception Desk prior to proposal opening at 4:00 p.m. on proposal opening date. **Faxed proposals will not be accepted.**

The original and one (1) copy of proposal, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH PROPOSAL

Failure to provide the required submittals with the proposal may be cause for the proposal to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph I).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph I).
- c. Certification Survey (use form on page 16).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the proposal to be rejected as non-responsive.

- Taxpayer Identification Number (W-9) as specified in Section II, paragraph M, if not currently on file.

E. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject. The City will not grant option year increases which exceed the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less.

Would the Bidder accept the option to renew, subject to the above stated conditions?

☐ YES ☐ NO

Failure to complete the above section will be construed to mean Bidder is willing to accept the option to renew, subject to the stated conditions.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

F. PUBLIC AGENCY

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the Contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

If other agencies participate, the Vendor shall furnish the City of San Diego an annual report showing the name of the agencies, contact person and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

G. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

H. QUANTITIES

The estimated requirements shown in the Scope of Work will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Bidder to an adjustment in the unit price or to any other compensation.

I. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form on page 14).
2. Bidder's Statement of Subcontractors (use form on page 15).

J. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

K. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

L. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

M. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

N. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

O. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

P. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

Q. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sanidiego.gov.

R. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

S. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors or Suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Vendors, and Suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Vendors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and Suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

A. SUBCONTRACTORS

For the purpose of this contract, Contractor shall include any pre-sorting or other services subcontracted or otherwise assigned by Contractor to any other person or entity as part of the delivery or tracking process; however, this contract will be between the City and the Contractor, and all responsibility for compliance with the terms of this contract and liability associated with this contract reside with the Contractor.

B. CITY RESPONSIBILITIES

1. City to meter all one and two ounce letter-size mail at pre-determined discount postage rate.
2. City will stamp one and two ounce letter-size mail "PRESORTED FIRST CLASS".
3. City will date mail for the pickup date.
4. City will be responsible for any costs or damages incurred because City has applied incorrect postage meter rate, incorrect postage meter date, or omitted "PRESORTED FIRST CLASS" stamp.

C. TASKS AND DELIVERABLES

1. Contractor shall pick up City of San Diego First Class Mail from the City mailroom located in the Mail Center, 202 C Street, Basement, San Diego, CA 92101-4806, on a daily basis, Monday through Friday, excluding City-observed holidays. Mail pickup may be scheduled at any time throughout the day, as many times as necessary to meet the requirements of Item 3 below. All mail that is picked up shall be postmarked with the same day's date.

The last pickup for the day shall be no earlier than 3:30 p.m. and no later than 4:30 p.m. (NOTE: This timeframe is to be strictly adhered to.)

2. Contractor shall ensure all mail is sorted by zip code sequence, bar coded, bundled, labeled, and prepared in full compliance with U.S. Postal regulations and applicable state and federal laws to qualify for the U.S. Postal Service (USPS) "pre-sorted" postage rate.
3. Contractor shall provide same day delivery to the Post Office in compliance with U.S. Postal regulations regarding discounted mail.
4. Contractor shall advise Mail Center of problem mail so Mail Center can work with customer to improve mail quality.

D. REPORTING

Contractor shall provide monthly reports of totals and readability using Microsoft Excel.

E. POSTAL RATES

In the event the U.S. Postal Service increases the rate of category of mail, the City will abide by the new rates on the effective date of notification by the U.S. Postal Service.

In the event presort discounts are terminated by the U.S. Postal Service; this agreement shall become null and void.

F. QUESTIONS AND INQUIRIES

Questions regarding the Request for Proposal shall be faxed to Terrell D. Breaux, Procurement Specialist at (619) 533-3233 or emailed to TBreaux@sandiego.gov. Questions must be received by Tuesday, September 2, 2003. The City's response will be issued as an addendum.

G. PROPOSAL REQUIREMENTS

The Proposal shall include:

1. The business name, address, and telephone number of the organization, and a cover letter summarizing the proposal and pricing structure.
2. The names, titles, and qualifications of individuals who will be assigned to this project. This should include their areas of expertise, and their experience with projects of similar scope and nature.
3. The qualifications of the organization to perform the contract. This should include a description of the organization's experience with projects of this type, as well as resources at its disposal to execute the project.
4. A detailed description of procedures and other aspects of the working relationship expected between Contractor's Project Manager and the City's representative, as well as any other information thought necessary for the fulfillment of the contract.
5. A list of clients for whom similar projects have been completed by the organization with government or other public sector entities. As these clients may be contacted by the City for an evaluation of the organization's performance, the list should include contact name, telephone number, and fax number.

6. A concise overview of the proposed process for this project.
7. A description of any activities Proposer deems will require involvement of the City locations served, staff, or equipment.
8. Any incentives for improvement.
9. Details and pricing of any other services offered by the Contractor.
10. Unless Proposers are specifically authorized by the Request for Proposal to take exceptions or to leave terms open to negotiation, proposals shall be a complete offer and fully responsive to the Request for Proposal, and must include all information required herein to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the proposal.
11. Unless expressly authorized in this Request for Proposal, Proposers shall not make their proposals contingent upon the City's acceptance of specifications or contract terms that conflict with or are in addition to those set forth in the Request for Proposal.

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all Subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. **NOTE:** Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this Subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this Subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this Subcontractor: _____

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No
If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____
Authorized Signature (Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.